WE , the said JOE G. LAUX AND WIFE DELIA LAUX, , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ ------ until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said JOE G. LAUX AND WIFE DELIA LAUX, , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to JOE G. LAUX AND WIFE DELIA LAUX THEIR representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to ALBERT H. THOMAS AS ASSISTANT VICE PRESIDENT AS AFORESAID. Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said NASHVILLE TRUST COMPANY AS TRUSTEE UNDER THE WILL OF L.G. NOEL DECEASED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFCERS AND ITS CORPORATE and-- SEAL TO BE AFFIXED AND JOE G. LAUX AND WIFE DELIA LAUX, , hereunto set our hands

at NASHVILLE , Tennessee, this the 26TH day of MAY , 1938.

(SEAL) NASHVILLE TRUST COMPANY AS TRUSTEE UNDER THE WILL OF L.G. NOEL DECEASED

ATTEST
W.W.MCNEILLY
SECRETARY.

BY CHAS.NELSON, PRESIDENT

JOE G.LAUX,
DELIA LAUX,

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, RUTH F. WILLIAMS , a Notary Public in and for said County and State, the within named JOE G. LAUX AND WIFE DELIA LAUX

the bargainorS , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

-And- --_ , of the said

having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 31ST day of MAY , 1938.

My commission expires OCT. 31, 1939

(Seal) RUTH F. WILLIAMS
Notary Public.

STATE OF TENNESSEE. COUNTY OF DAVIDSON
PERSONALLY APPEARED BEFORE ME RUTH F. WILLIAMS A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID CHAS. NELSON, AND W.W.MCNEILLY WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF THE NASHVILLE TRUST COMPANY THE BARGAINOR W+ A CORPORATION AND THAT THEY AS SUCH PRESIDENT AND SECRETARY BEING AUTHORIZED SO TO DO EXECUTED THE FORE GOING INSTRUMENT ON BEHALF OF SAID CORPORATION AS TRUSTEE, UNDER THE WILL OF L.G.NOEL, DECEASED FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION AS SUCH TRUSTEE BY THE SAID CHAS. NELSON AS SUCH PRESIDENT AND BY AFFIXING ITS CORPORATE SEAL AND ATTESTING THE SAME BY THE SAID W.W.MCNEILLY AS SUCH SECRETARY.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE TENNESSEE THIS 4TH DAYOF JUNE 1938.
(SEAL)
RUTH F. WILLIAMS,
NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 31ST, 1939
U.S.R.S $.50¢
RECEIVED JUNE 6TH,1938 AT 3;47 P.M.

J.A.E.

INSTALLMENT DEED

1088

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED AND SEVENTY FIVE ($775.00) DOLLARS

of which ONE HUNDRED AND FIFTY ($150.00) DOLLARS has been paid in cash by ESTELL BIRDINE , the receipt of which is hereby acknowledged, and for the ~~MXXXXX~~ balance ~~DOLLXXXX~~

the said

X
X
X

PART OF THE REMAINDER THE SAID ESTELL BIRDINE HAS ASSUMED AND AGREED TO PAY A MORTGAGE LOAN HELD BY THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NASHVILLE THE ORIGINAL AMOUNT OF WHICH WAS $450.00 BUT WHICH AMOUNTS AT THIS TIME, IN PRINCIPAL AND INTEREST TO $372.00; AND FOR THE REMAINDER OF TWO HUNDRED AND FIFTY THREE ($253.00) DOLLARS. THE SAID ESTELL BIRDINE HAS EXECUTED HERRTHIRTY SEVEN (37) PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO GEORGE A. PATTON AND FALLING DUE MONTHLY BEGINNING JULY 1ST,1938, WITH 6% INTEREST FROM DATE PAYABLE MONTHLY. AND FOR CONVENIENCE IN PAYMENT THE INTEREST HAS BEEN COMPUTED AND DEEDED INTO THE FACE OF THE NOTES, MAKING EACH NOTE, INCLUDING INTEREST, AMOUNT TO $7.50 EXCEPT THE LAST NOTE WHICH IS $7.88.

ALL OF SAID NOTES BEARING SIX PER CENT INTEREST FROM MATURITY AND PROVIDING FOR PAYMENT OF ATTORNEY FEES, AND TO SECURE THE PAYMENT OF SAID NOTES, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE AND HEREIN CONVEYED, I, GEORGE A. PATTON, AN UNMARRIED MAN, HAVE THIS DAY BARGAINED AND SOLD, AND DO HEREBY TRANSFER AND CONVEY UNTO THE SAID ESTELL BIRDINE, HER HEIRS AND ASSIGNS, CERTAIN REAL ESTATE IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEING THE NORTHERLY 110 FEET , MORE OR LESS, OF LOT NO.5 ON THE MAP OF BRANSFORD REALTY COMPANY'S BESUBDIVISION OF PART OF WEAKLEY AND WARREN'S SUBDIVISION OF BLOCK "D" HERMITAGE AVENUE BOOK 421, PAGE 58 R.O.D.C. TENNESSEE . SAID PART OF LOT #5 FRONTS 33 FEET ON THE SOUTHERLY SIDE OF FAIN STREET OR HERMITAGE AVENUE AND RUN BACK BETWEEN PARALLEL LINES 110 FEET, MORE OR LESS, TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO GEORGE A. PATTON BY DEED OF MOSES H. WADE AND WIFE, OF RECORD IN BOOK NO.1082 PAGE 128, R.O.D.C.TENNESSEE.

IT IS UNDERSTOOD AND AGREED THAT MOSES H.WADE AND WIFE, ARRETTA WADE, RETAIN A VENDOR'S LIEN ON THE PROPERTY HEREIN CONVEYED TO MAKE CERTAIN THAT SAID LOAN IN FAVOR OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION,IS PAID OFF AND DISCHARGED. SAID MOSES H.WADE AND WIFE, ARRETTA WADE, FURTHER AGREE TO RELEASE SAID VENDOR'S LIEN AS SOON AS THE REMAINING SOUTHERLY PORTION OF SAID LOT IS RELEASED BY THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION.

I declare that I am the true and lawful holder of the claim secured by the ment within recorded, and hereby acknowledge the satisfaction thereof charge of the lien to secure the same in full. This 9 day of June 1942

Witness
Attest

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ESTELL BIRDINE,HER heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said ESTELL BIRDINE, HER heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said ESTELL BIRDINE AND HUSBAND EPHREM BIRDINE do hereby transfer and convey unto W. O. Lee , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.